

## **Term Contract**

Vendor No.

100051323

Contact

SHELLY DUGGER

Your reference SP-07-0003

SYSCO FOOD SERVICES OF ARKANSAS INC

PO Box 194060

LITTLE ROCK AR 72209

Contract No. 4600011409

Date

08/10/2006

Contact Howard Nesmith Telephone 501-371-6055

Fax

501-324-9311

Our ref. ST

Incoterms FOB

DESTINATION

Send Invoice To:

Ship To:

AS SPECIFIED ON AGENCY'S PURCHASE

ORDER

Valid from:

08/14/2006

Valid to:

07/31/2008

REFERENCE TRACKING NUMBER: SP-07-0003

COMMODITY: FROZEN FOODS

CONTRACT TYPE: TERM (OUTLINE AGREEMENT)

CONTRACT PERIOD: AUGUST 14, 2006 through JULY 31, 2008

\* \* \* ZONE FOUR AWARD \* \* \*

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT YOUR AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

VENDOR NAME: Sysco Food Service VENDOR PHONE #: 501-562-4111 VENDOR FAX # 501-562-1092

VENDOR E-MAIL ADDRESS: dugger.shelly@ar.sysco.com

FEDERAL ID#: 73-1576314

F.O.B.: AS SPECIFIED BY AGENCY PURCHASE ORDER

#### SUMMARY REPORTS

Awarded vendors will be required to issue a summary report on purchases made by item number, brand, zone, pack/size, quantity, and agencies. This report must be sent to the Office of State Procurement by November 1, 2007 to cover orders placed during the first 12 months of this contract.

#### GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Joseph Q. Didelio
Purchasing Official/Fiscal Officer

8/11/06



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A second report, covering orders for the second period of this contract, will be required by November 1, 2008, after contract expiration. Both reports should be sent to the attention of Howard Nesmith, Buyer.

#### MANDATORY USAGE

This contract is mandatory for the agencies listed in this document and it shall be up to the successful contractors to extend cooperative participation to other state agencies not listed.

#### QUANTITIES:

Quantities represented herein are estimates only for one (1) year and should not be construed as maximum or minimum requirements. Quantities are accurate to the best of our ability, but do not represent a minimum or maximum requirement. User agency population fluctuations may effect the total requirements for each line item.

#### SPECIFICATIONS:

Agency receiving personnel shall check all products when delivered and notify the Office of State Procurement, Attn: Howard Nesmith, Buyer if they do not conform to specifications. Arrangements may be made for a State or Federal Inspector to examine the product to verify nonconformance.

Drain weights, minimum weights for the items listed shall conform to those specified in the applicable current federal standard for grade for the product.

PRIVATE LABEL PRODUCTS WILL NOT BE ACCEPTED WHEN SPECIFIC BRANDS HAVE BEEN REQUESTED. PACKER BRAND IS NOT ACCEPTABLE AS SPECIFYING BRAND NAME.

No distressed or salvaged food will be accepted.

All products delivered shall be from the latest season's pack. All products will be delivered in first-class condition. No damaged cans or bags will be accepted. Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

#### SHELF LIFE OF FOOD:

All products shall be from the latest season's pack and have a packaging date no longer than 9 months before the actual delivery date to any state agency. Frozen products at no time shall have exceeded USDA guidelines for temperature, packaging, storage and transportation.

All items must have a 90-day shelf life from the time of delivery where applicable.

#### **AUTHORIZATION FOR SHIPMENT:**

Purchase order from the using agency will authorize shipment. Orders from the agency shall be placed with the vendor seven (7) days prior to the specified delivery date.

#### PACKAGING/TRANSPORTING:

Products delivered shall be processed and packed in accordance with good commercial practice and shall conform to all applicable standards promulgated under the Federal Food, Drug and Cosmetic Act in effect

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at time of shipment.

Shipping cases shall be plainly marked on one end describing name and brand of product, quantity and weight of cartons.

#### **DELIVERY:**

DELIVERY IS F.O.B. DESTINATION PREPAID FREIGHT - INSIDE DELIVERY WITH SEVEN (7) CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER OR AS SPECIFIED ON AGENCY PURCHASE ORDER TO VARIOUS FOB POINTS AS LISTED IN BID.

All transportation expenses will be the responsibility of the contractor.

#### **DELIVERY REQUIREMENTS:**

The contractor shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency.

Some agency's have special limitations as to truck size, delivery dock and material handling capabilities that must be adhered to. Such special instructions will be indicated on the agency's purchase order. Actual examples of limitations include but are not limited to: Southeast Arkansas Community Corrections, Pine Bluff, AR has no delivery dock; Omega Center, Malvern, AR can not accept trucks larger than 48 foot; Arkansas School for the Blind, Little Rock, AR has no delivery dock, inside delivery location below ground level with very limited usage of elevator.

"Working days" shall be defined as Monday thru Friday of each week exclusive of all official State holidays.

All deliveries must be coordinated with the state agency. Vendors unable to make scheduled deliveries for any reason shall notify recipient agency in advance (preferably 24 hours, if possible) of delivery schedule problems.

All purchase orders received on the last day of the contract must be shipped at the contract price.

Any item listed herein that is not delivered in a timely manner or when delivered does not conform to the requirements of the purchase order, may be purchased on the open market by the using agency. The contract vendor may be charged for any product cost incurred by the state that is in excess of the contracted price.

Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

#### REIMBURSEMENT FOR DAMAGED (UNUSABLE) PRODUCTS:

All returns, such as dented cans, broken cases or unusable product shall be picked up by the vendor within thirty days. After thirty days the agency may discard product. If replacement or credit is not made within thirty (30) days the credit will be deducted from the vendor's unpaid invoice.

PRICE ESCALATION:

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For the initial contract all prices quoted shall be firm through November 30, 2006.

As an alternative to the provisions in Item #4 "PRICES" of the RFQ/RFP Standard Terms and Conditions, an opportunity for item(s) price escalation will be allowed during the term of contract.

It should be noted that item(s) price decrease will be expected and accepted at any time during the contract period.

During the term of this contract the opportunity for item(s) price increases will be made available once every 4 months. The vendor must submit a written request for price increases during the time frame as outlined below for their effectiveness date to the Office of State Procurement, Attn: Howard Nesmith, Buyer.

For price changes effective December 1, 2006 through March 31, 2007 requests must be submitted between November 1, 2006 through November 15, 2006.

For price changes effective April 1, 2007 through July 31, 2007 requests must be submitted between March 1, 2007 through March 15, 2007.

For price changes effective August 1, 2007 through November 30, 2007 requests must be submitted between July 1, 2007 through July 15, 2007.

For price changes effective December 1, 2007 through March 31, 2008 requests must be submitted between November 1, 2007 through November 15, 2007.

For price changes effective April 1, 2008 through July 31, 2008 requests must be submitted between March 1, 2008 through March 15, 2008.

Written price increase requests shall be supported by documentary evidence, including manufacturer/broker discounts and charge backs to justify the increase. National commodity pricing and futures provided by independent and industry accepted market report can also be used when documentation includes the bid opening date as a base period. Price increases will be limited to the actual dollar increase per case incurred by the awarded contractor from their supplier or manufacturer. Invoices including manufacturer/broker rebates, discounts and charge backs, both prior and current to date of request, must be submitted to support your price adjustment request.

In the event of a State or National Emergency, Natural Disaster, Weather Phenomenon, State or Federal Executive Order price increase requests will be considered.

Note: Vendors shall not delay or stop deliveries pending price changes. Price changes will be effective on items with an order date after the effectiveness date. The order date is the date of the State issued purchase order to the vendor. Items that have an order date prior to the newest effectiveness date will be invoiced at the current effective price on the date of the purchase order regardless of when delivery is accepted.

The State reserves the right to reject any price adjustment request within 30 days of the request. No further requests for item price increase adjustment shall be considered. If the price change is not

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acceptable due to any reason, price will then be negotiated with the Office of State Procurement.

Should the Office of State Procurement refuse to grant a price escalation the Vendor may withdraw a line item bid if the continuance of providing such item is detrimental to the company's operations. In the event a line item is withdrawn, it will remain withdrawn for the full term of this contract. In the event an item being withdrawn is part of an "Ali or None" grouping the entire grouping may be withdrawn from the requesting Vendor. The Office of State Procurement reserves the right to determine if allowing the Vendor to continue supplying the remaining "All or None" grouping is in the best interest of the State.

#### THE AGENCIES ARE AS FOLLOWS:

ZONE 4 Human Development Center Warren Unit #1 Center Circle Warren, AR 71671

Item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10125342 Juice, Apple, frozen, US Grade A Juice, Apple, frozen, US Grade A, 12/32 oz, Ardmore	1 Cas	se 23.39	\$ 23.39
0020	10125343 Juice, Apple, frozen, US Grade A, Juice, Apple, frozen, US Grade A, 70/4 oz, Sysco Brand	1 Cas	se 6.83	\$ 6.83
0030	10125344 Juice, Apple, frozen, Plastic 48 Juice, Apple, frozen, US Grade A, Plastic Cups, 96/4 oz, Sysco Brand	1 Cas	se 9.44	\$ 9.44
0040	10125345 Juice, Apple, Plastic Cups, 96/4 Juice, Apple, frozen, US Grade A, Plastic Cups, 96/4 oz, Sysco Brand	1 Cas	se 9.15	\$ 9.15
0050	10125346 Juice, Cranberry Juice, Cranberry, plastic cups, frozen, US Grade A, 96/4 oz, Sysco Brand	1 Cas	e 9.60	\$ 9.60
0060	10125347 Juice, Grape, US Grade A	1 Cas	e 25.90	\$ 25.90

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Juice, Grape, US Grade A, 12/32 oz, Ardmore			
0070	10125348 Juice, Grape, US Grade A, 96/4 Juice, Grape, US Grade A, 96/4 oz, 3-1 Sugar content (PLASTIC CUPS), Sysco Brand	1 Case	9.77	\$ 9.77
0800	10125349 Juice, Grape, 70/4 Juice, Grape, US Grade A, 70/4 oz, 3-1 Sugar content, CARTONS, Sysco Brand	1 Case	7.18	\$ 7.18
0090	10125350 Juice, Grapefruit-Orange, unsweetened Juice, Grapefruit-Orange, unsweetened, US Grade A, 70/4 oz, Sysco Brand	1 Case	8.40	\$ 8.40
0100	10125351 Juice, Orange, unsweetened Juice, Orange, unsweetened, US Grade A, 12/32 oz, CONC.3+1 FF, Sysco Brand	1 Case	30.62	\$ 30.62
0110	10125352 · Juice, Pineapple, unsweetened Juice, Orange, US Grade A, 70/4 oz, Sysco Brand	1 Case	9.19	\$ 9.19
0120	10125353 Juice, Pineapple, unsweetened Juice, Pineapple, unsweetened US Grade A, 70/4 oz, Sysco Brand	1 Case	7.69	\$ 7.69
0130	10125354 Juice, Pineapple, unsweetened , 96/4 Juice, Pineapple, unsweetened US Grade A, 96/4 oz, PLASTIC CUPS, Sysco Brand	1 Case	10.45	\$ 10.45
0140	10125355 Juice, Prune, Unsweetened Juice, Prune, Unsweetened, US Grade A, 96/4 oz, Sysco Brand	1 Case	18.24	\$ 18.24
0150	10125356 Juice, Tomato, unsweetened Juice, Tomato, unsweetened, US Grade A, 96/4 oz, Sysco Brand	1 Case	13.62	\$ 13.62

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Item	Material/Description  10125357 Fruit Punch, 48 Fruit Punch, 70/4 oz, Sysco Brand	Target Qtyl	Target QtyUM		Amount	
0160		1	Case	5.45	\$ 5.45	
0170	10125358 Lemonade, Concentrate Lemonade, Concentrate, 12/32 oz, Sysco Brand	1	Case	16.50	\$ 16.50	
0180	10125359 Omelets, frozen, Cheddar Cheese Omelets, frozen, Cheddar Cheese, 48/3.5 oz, Sysco Brand	45	Case	24.14	\$ 1,086.30	
0190	10125360 Omelets, frozen Omelets, frozen, Western, Ham or Sausage, 48/3.5 oz, Sysco Brand	1	Case	24.94	\$ 24.94	
0200	10125361 Pancakes, 144 Pancakes, 144/1.25 oz, Mrs Butterworth	_ 1	Case	8.88	\$ 8.88	
0210	10125361 Pancakes, 144 Pancakes, 144 ct, Mrs Butterworth	35	Case	8.88	\$ 310.80	
0220	10125362 Toast, French, cooked and breaded Toast, French, cooked and breaded, deep dipped in egg batter, 180/9 oz, Farm Rich	21	Case	9.65	\$ 202.65	
0230	10125363 Toast, French, Plain, Ready to Cook Toast, French, Plain, Ready to Cook, 144/2 oz, Aunt Jemima	21	Case	15.60	\$ 327.60	
0240	10125364 Waffles, frozen, plain, 96 Waffles, frozen, plain, 144 ct, Mrs Butterworth	36	Case	7.65	\$ 275.40	
0250	10125365 Waffles, Round, PLAIN, 120 Waffles, Round, PLAIN, 144 ct, Aunt Jemima	1	Case	15.53	\$ 15.53	

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Item	Material/Description  10125366 Biscuits, Jumbo Buttermilk, full baked Biscuits, frozen, 24/10, Merico	Target QtyUM		Unit Price	Amount	
0260		111	Case	6.98	\$ 774.78	
0270	10125367 Biscuits, Jumbo Buttermilk, full baked Biscuits, Jumbo Buttermilk, full baked, frozen. 120/2.25 oz, Pillsbury	81	Case	18.20	\$ 1,474.20	
0280	10125368 Biscuits, pre-baked, layers, frozen Biscuits, pre-baked, layers, frozen, 120 ct, Pillsbury	1	Case	18.20	\$ 18.20	
0290	10125369 Biscuits, Old Fashion Biscuits, Old Fashion baking powder biscuit, frozen dough product, Redi-Bake, 180 cs, Redi-Bake	1	Case	24.75	\$ 24.75	
0300	10125370 Croissants, Sliced Sandwich Croissants, Sliced Sandwich, frozen, 64/2.5 oz, Bakrs Clas	1	Case	24.75	\$ 24.75	
0310	10125371 Peaches Peaches, U.S. Grade A Fancy-5-1 Sugar, 6/4.5 lbs, Sysco Brand	1	Case	22.41	\$ 22.41	
0320	10125372 Strawberries-Sugar Strawberries, 4-1 Sugar, 6/6.5 lbs, Fineline	1	Case	37.83	\$ 37.83	
0330	10125373 Strawberries-Unsweetened Strawberries, IQF, Unsweetened, 1 lb, Sysco Brand (Packaged in 10 lbs Bags)	361	Case	1.27	\$ 458.47	
0340	10125374 Strawberries, sliced Strawberries, sliced, 4-1 Sugar, 30 lbs, Fineline	1	Case	28.80	\$ 28.80	
0350	10125375 Broccoli, Spears only Broccoli, Spears only, frozen, US Grade A, 12/2 lbs, Fineline	1	Case	15.03	\$ 15.03	

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Item	Material/Description  10125376  Broccoli & Cauliflower Mix  Broccoli & Cauliflower Mix, frozen, US Grade A, 12/2 lbs, Fineline	Target QtyUM		Unit Price	Amount	
0360		1	Case	17.28	\$ 17.28	
0370	10125377 Broccoli, Chopped Broccoli, Chopped, US Grade A Fancy, 12/2.5 lbs, Fineline	1	Case	16.33	\$ 16.33	
0380	10125378 Broccoli, Cut Broccoli, Cut, US Grade A Fancy, 12/2.5 lbs, Fineline	1	Case	16.79	\$ 16.79	
0390	10125379 Brussel Sprout, frozen Brussel Sprout, frozen, US Grade A Fancy, 12/2 lbs, Fineline	1	Case	16.60	\$ 16.60	
0400	10125380 Carrots, Sliced Carrots, Sliced, frozen, US Grade A, 12/2 lbs, Fineline	1	Case	10.32	\$ 10.32	
0410	10125381 Cauliflower, frozen Cauliflower, frozen, US Grade A Fancy, 12/2 lbs, Fineline	1	Case	16.76	\$ 16.76	
0420	10125382 Collard Greens, frozen Collard Greens, frozen, USGrade A, 12/3 lbs, Sysco Brand	1	Case	18.70	\$ 18.70	
0430	10125383 Corn on Cob, frozen Corn on Cob, frozen, US Grade A, 96/3", Sysco Brand or Fineline	24	Case	13.89	\$ 333.36	
0440	10125384 Corn, Cream Style, frozen Corn, Cream Style, frozen, US Grade A, 12/4 lbs, Sysco Brand	1	Case	42.24	\$ 42.24	
0450	10125385 Corn, Yellow, Whole Kernel, frozen Corn, Yellow, Whole Kernal, frozen, US Grade A Fancy, 12/2.5 lbs, Fineline	1	Case	18.45	\$ 18.45	

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1tem	Material/Description  10125386 Limas Large, all green Limas Large, all green, U.S. Grade A Fancy, 30 lbs, Sysco Brand	Target QtyUM	Unit Price	Amount	
		1 Cas	se 28.80	\$ 28.80	
0470	10125387 Lima Beans, Baby Lima Beans, Baby all green U.S. Grade A Fancy, 12/2.5 lbs, Fineline	1 Cas	se 24.27	\$ 24.27	
0480	10125388 Mustard Greens Mustard Greens, US Grade A, 12/3 lbs, Sysco Brand	1 Cas	se 18.64	\$ 18.64	
0490	10125389 Okra, cut Okra cut, Grade A, 12/3 lbs, Sysco Brand	1 Cas	se 22.10	\$ 22.10	
0500	10125390 Okra, whole Okra whole US Grade A, 12/2.5 lbs, Sysco Brand	1 Cas	se 19.01	\$ 19.01	
0510	10125391 Peas & Carrots Peas & Carrots US Grade A, 12/2.5 lbs, Sysco Brand or Fineline	1 Cas	se 17.70	\$ 17.70	
0520	10125392 Peas, English Peas, English, US Grade A, 12/2.5 lbs, Sysco Brand or Fineline	1 Cas	se 18.01	\$ 18.01	
0530	10125393 Spinach, chopped Spinach, chopped US Grade A, 12/3 lbs, Sysco Brand or Fineline	1 Cas	se 18.32	\$ 18.32	
0540	10125394 Spinach, whole leaf Spinach, whole leaf Grade A Fancy, 12/3 lbs, Sysco Brand	1 Cas	se 19.08	\$ 19.08	
0550	10125395 Squash, yellow summer, sliced Squash, yellow summer, sliced US Grade A, 12/3 lbs, Sysco Brand or Fineline	1 Cas	se 24.45	\$ 24.45	

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Item	Material/Description	Target QtyUM		Unit Price	Amount	
0560	10125396 Squash, Zucchini, sliced Squash, Zucchini, sliced US Grade A, 12/3 lbs, Fineline	1	Case	23.40	\$ 23.40	
0570	10125397 Turnip Greens, Chopped, Fancy Turnip Greens, Chopped, Fancy, 12/3 lbs, Sysco Brand	1	Case	18.71	\$ 18.71	
0580	10125398 Turnip Greens w/roots sliced Turnip Greens w/roots sliced US Grade A, 12/3 lbs, Sysco Brand	1	Case	18.71	\$ 18.71	
0590	10125399 Vegetables, mixed Vegetables, mixed US Grade A, 12/2.5 lbs, Sysco Brand or Fineline	1	Case	17.94	\$ 17.94	
0600	10125400 Vegetables, Oriental Vegetables, Oriental for Stir fry w/green beans, broccoli, mushroom & onion. US Grade A, 20 lbs, Fineline	1	Case	14.28	\$ 14.28	
0610	10125401 Vegetables, Italian Mix Vegetables, Italian Mix plus onions & mushrooms, US GRADE A, 20 lbs, Fineline	1	Case	14.28	\$ 14.28	
0620	10125402 Okra, breaded Okra, breaded US Grade A, 20 lbs, Sysco Brand	3	Case	12.60	\$ 37.80	
0630	10125403 Squash, Yellow, sliced, Squash, Yellow, sliced, breaded, 4/5 lbs, Stillwell	1	Case	17.01	\$ 17.01	
0640	10125404 Squash, Zucchini Squash, Zucchini, Breaded, 6/2 lbs, Stillwell	4	Case	14.04	\$ 56.16	
0650	10125405 Onion Rings, Batter Dipped Onion Rings, Batter Dipped, bulk, Homestyle, 11 lbs, Sysco	1	Case	18.24	\$ 18.24	



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1tem 0660	Material/Description  10125406 Onion Rings, Breaded Onion Rings, Breaded, 12/2 lbs, Moore	Target QtyUM		Unit Price	Amount	
		Onion Rings, Breaded	Onion Rings, Breaded	4	Case	22.36
0670	10125407 Potatoes, Crinkle cut Potatoes, Crinkle cut, 6/5 lbs, (Oven Ready Only), Orelda	3	Case	13.50	\$ 40.50	
0680	10125408 Potatoes, Crispy Q's Potatoes, Crispy Q's, premium skin-on russets, crispy coated in mild seasonings and natural spices, poly-lined bags 4/6 lbs, TaterBoy	2	Case	16.09	\$ 32.18	
0690	10125409 Potatoes, formed Potatoes, formed cylindrical shape, 6/5 lbs, pre-cooked, Simplot or Orelda or Lamb	1	Case	13.39	\$ 13.39	
0700	10125410 Potatoes, FF Wedge Potatoes, FF Wedge, Jala 10 cut, 6/5 lbs, Simplot	61	Case	17.60	\$ 1,073.60	
0710	10125411 Potatoes, FF Wedge, sour Potatoes, FF Wedge, sour cream & chive, 6/5 lbs, Simplot	611	Case	18.31	\$ 11,187.41	
0720	10125412 Potatoes, French Fries Potatoes, French Fries, Grade A Fancy, 6/5 lbs, Sysco Brand or Lamb	1	Case	12.60	\$ 12.60	
0730	10125413 Potatoes, French Fries, Shoestring Potatoes, French Fries, Shoestring, 6/4.5 lbs, , Sysco Brand or Lamb	1	Case	12.25	\$ 12.25	
0740	10125414 Potatoes, Hash Brown Potatoes, Hash Brown, 96/3 oz, Sysco	1	Case	10.45	\$ 10.45	



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item	Material/Description  10125415 Potatoes, Hash Brown, Diced Potatoes, Hash Brown, Diced, 6/6 lbs, Simplot	Target QtyUM		Unit Price	Amount
0750		1	Case	18.36	\$ 18.36
0760	10125416 Potatoes, Hash Brown, Chunks Potatoes, Hash Brown, Chunks - No Peel, 6/5 lbs, Zero	1	Case	14.71	\$ 14.71
0770	10125417 Potatoes, Tater Roundabouts Potatoes, Tater Roundabouts, 1 1/8" disc, 3/8" thick, 6/5 lbs, Sim	2	Case	13.76	\$ 27.52
0780	10125418 Potatoes, Steak Fries Potatoes, Steak Fries, 6/5 lbs, Orelda	611	Case	13.50	\$ 8,248.50
0790	10125419 Potatoes, Formed, Triangular Potatoes, Formed, Triangular patties, shredded, 6/5 lbs, Sysco	1	Case	17.98	\$ 17.98
0800	10125420 Potato Wedges, oven Potato Wedges, oven brown skin on, 6/5 lbs, Simplot	1	Case	13.50	\$ 13.50
0810	10125421 Corn Nuggets Corn Nuggets, 6/2 lbs, Sysco Brand	51	Case	17.55	\$ 895.05
0820	10125422 Vegetable Sticks, pre-baked Vegetable Sticks, pre-baked, blend of corn, carrots, onions, green beans, 6/2 lbs, Sea Pak	6	Case	15.82	\$ 94.92
0830	10125423 Corn Dogs, Beef & Pork, pre-cooked Corn Dogs, Beef & Pork, pre-cooked, frozen, 60/2.67 oz, Sysco	61	Case	12.96	\$ 790.56
0840	10125424 Beef, Pattie, Flamebroiled, frozen Beef, Pattie, Flamebroiled, frozen, No TVP, 40/4 oz, Advance	1	Case	25.80	\$ 25.80



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0850	Material/Description  10125425 Beef, Patties, Chuckwagon style Beef, Patties, Chuckwagon style, pre-cooked, lightly breaded, 40/4 oz, Advance	Target QtyUM		Unit Price	Amount	
		75	Case	13.08	\$ 981.00	
0860	10125426 Beef Fingers, pre-cooked, deep fried Beef Fingers, pre-cooked, deep fried, tenderized beef, frozen, 160/1 Oz, All Beef, No TVP added, Advance	6	Case	15.75	\$ 94.50	
0870	10125428 Meatballs, pre-cooked Meatballs, pre-cooked, 160/1 oz, Advance	91	Case	14.10	\$ 1,283.10	
0880	10125429 Steaks, Beef Peppered Steaks, Beef Peppered, 40/4 oz, Sysco Brand	3	Case	21.20	\$ 63.60	
0890	10125430 Cabbage Roll. Stuffed Cabbage Roll. Stuffed with ground beef/tomato sauce. Frozen, 4/5.75 lbs, Block/Barl	1	Case	53.85	\$ 53.85	
0900	10125431 Peppers, Stuffed Peppers, Stuffed Green w/beef & sauce, vacuum packed, 4/5.19 lbs, Block/Barl	2	Case	43.59	\$ 87.18	
0910	10125432 Beef, Chopped Beef, Chopped, Hickory smoked with sauce & textured vegetable protein, no more than 10% TVP, Bidder must submmit label with bid. First ingredient must be beef. Frozen, USDA, 4/5 lbs, Hickory Hol	1	Case	28.36	\$ 28.36	
0920	10125433 Lasagna Lasagna, nutritional values must meet recommended daily allowance for protein and carbohydrates, 4/6 lbs, Stouffer	1	Case	45.59	\$ 45.59	
0930	10125434 Pizza, Mexican Style	1	Case	40.85	\$ 40.85	



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ltem	Material/Description	Target Qty	UM	Unit Price	Amount
	Pizza, Mexican Style, Sausage with TYP pizza with 5" round deep corn meal crust - Combo Supreme, 54/6.33 oz, Little Charlies				
0940	10125435 Pizza, Supreme,Indiv Pizza, Supreme, Individual, 54/5" cs, Little Charlies	1	Case	41.64	\$ 41.64
0950	10125436 Pizza, Supreme, Sausage- Pizza, Supreme, Sausage, Vegetables & Cheese, 54/6.33 oz, Little Charlies	1	Case	40.85	\$ 40.85
0960	10125437 Pizza, Sausage Pizza, Sausage & textured vegetable protein, 96 - 4" X 6", Tony's	1	Case	38.98	\$ 38.98
0970	10125438 Pot Pies, Chicken & Turkey Pot Pies, meat and vegetables in gravy, in pastry crust, Chicken & Turkey, 24/7 oz, Banquet	1	Case	15.88	\$ 15.88
0980	10125439 Pot Pies, Beef Pot Pies, meat and vegetables in gravy, in pastry crust, Beef, 24/7 oz, Banquet	1	Case	15.88	\$ 15.88
0990	10125440 Steak, Chicken Fried, Battered Steak, Chicken Fried, Battered, Raw Home-style, 4 oz, 10 lbs case, Advance	151	Case	11.05	\$ 1,668.55
1000	10125441 Steak, Chicken Fried, Battered, Raw Steak, Chicken Fried, Battered, Raw Home-style, 24/6 oz, 10 lbs case, Advance	1	Case	37.14	\$ 37.14
1010	10125442 Steak, Chicken Fried, Battered Steak, Chicken Fried, Battered, Raw So. Style Seas., 4 oz, 10 lbs case, Advance	1	Case	11.05	\$ 11.05
1020	10125443 Steak, Chicken Fried, Battered, Cooked	1	Case	15.62	\$ 15.62



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Item	Material/Description	Target QtyUM		Unit Price	Amount
	Steak, Chicken Fried, Battered, Fully Cooked. Style Seas., 45/4 oz, Sysco				
1030	10125442 Steak, Chicken Fried, Battered Steak, Chicken Fried, Battered, Raw So. Style Seas., 4 oz, 10 lbs case, Advance	1	Case	11.05	\$ 11.05
1040	10125444 Steak, Salisbury w/gravy Steak, Salisbury w/gravy, 4/4.3125 lbs, Stouffer	1	Case	36.92	\$ 36.92
1050	10125445 Veal, Breaded, Parmesan Veal, Breaded, Parmesan Patties, 40/4 oz, Sysco Brand	1	Case	19.79	\$ 19.79
1060	10125446 Veal Cutlets Veal Cutlets, breaded pre-cooked, 40/4 oz, Advance	1	Case	16.50	\$ 16.50
1070	10125447 Pork Fritters, Raw Pork Fritters, Raw, Breaded, 40/4 oz, Advance	51	Case	13.20	\$ 673.20
1080	10125448 Pork patty, McRib Style Pork patty, McRib Style, shaped like a rib, barbeque style, natural smoke flavor, Pre-Cooked, 40/4 oz, Advance	7	Case	14.70	\$ 102.90
1090	10125449 Burrito, Beef & Bean Burrito, Beef & Bean, 72/4 oz, Casa	2	Case	23.04	\$ 46.08
1100	10125450 Enchiladas, Beef Enchiladas, Beef, must contain at least 51% protein per serving, 90/1.75 oz, Casa	1	Case	10.98	\$ 10.98
1110	10125451 Enchiladas, Cheese Enchiladas, Cheese, 90/1.63 oz, Casa	1	Case	14.48	\$ 14.48

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1120	Material/Description	Target Oty	UM	Unit Price	\$ 24.09
	10125452 Tamales, in natural Tamales, wrapped in natural corn shuck, 2/60 ct, Rodriguez	1	Case	24.09	
1130	10125453 Chicken Breast, boneless Chicken Breast, boneless, skinless, 100% whole white meat, not formed, natural breaded, buttermilk style pre-cooked, frozen, 10 lbs case, Brakebush	10	Case	22.70	\$ 227.00
1140	10125454 Chicken Breast, boneless, skinless Chicken Breast, boneless, skinless, 100% whole white meat, not formed, natural breaded, buttermilk style pre-cooked, frozen, 150/1.14 oz, Sysco Brand or Tyson	17	Case	21.57	\$ 366.69
1150	10125455 Chicken Breast Fillet Chicken Breast Fillet, 100% whole white meat, not formed, natural breaded & browned, 60/3.53 4 oz, Sysco Brand	6	Case	18.96	\$ 113.76
1160	10125456 Chicken, Diced Chicken, Diced, fully cooked, frozen, 60% white, 40% dark USDA Inspected, 10 lbs, Sysco Brand	11	Case	25.52	\$ 280.72
1170	10125457 Chicken, Fried, cooked Chicken, Fried, fully cooked, frozen, 68% meat, 18% breading, 7 oz, 25 lbs case, Tyson	1	Case	51.50	\$ 51.50
1180	10125458 Chicken & Dumpling Chicken Ala King, 4/5 lbs, Sysco Brand	1	Case	58.40	\$ 58.40
1190	10125458 Chicken & Dumpling Chicken & Dumpling in Boil Bag, 4/8 lbs, Sysco Brand	1	Case	55.98	\$ 55.98
1200	10125460 Egg Roll Egg Roll, Pork, Chicken, Veg. or Shrimp, 73/3 oz, Jade Mt	1	Case	33.01	\$ 33.01

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1210	Material/Description	Target Qtyl	UM	Unit Price	Amount
	10125464 Turkey Ham, fully Turkey Ham, fully cooked, round shaped, hickory smoked, approximately 15-17" in length, DIAMETER - 5-7". Shall contain no trimmings, extenders or binders. PRESSED ROLLS WILL NOT BE ACCEPTED, 2/10 - 11 lbs case, Jennie-O - (Price listed is for 10 lbs)	1	Case	10.30	\$ 10.30
1220	10125464 Turkey Ham, fully Turkey Ham, fully cooked, round shaped, hickory smoked, approximately 15-17" in length, DIAMETER - 5-7". Shall contain no trimmings, extenders or binders. PRESSED ROLLS WILL NOT BE ACCEPTED, 2/10 - 11 lbs case, Jennie-O - (Price listed is for 10 lbs)	1	Case	10.30	\$ 10.30
1230	10125465 Fish, Catfish Fillets Fish, Catfish Fillets, pond raised, boneless, unbreaded, individually quick frozen, US Grade A, 3 - 5 oz, 15 lbs case, Sysco Brand or Span	1	Case	43.20	\$ 43.20
1240	10125465 Fish, Catfish Fillets Fish, Catfish Fillets, pond raised, boneless, unbreaded, individually quick frozen, US Grade A, 3 - 5 oz, 15 lbs case, Sysco Brand or Span	14	Case	43.20	\$ 604.80
1250	10125466 Fish, Tilapia Fish, Tilapia Fillets, boneless, unbreaded, individually quick frozen, 3 - 5 oz, 10 lbs case, Gbest	1	Case	18.40	\$ 18.40
1260	10125467 Fish, Cod Fish, Cod Krispies, breaded, pre-cooked, wedge shaped, frozen, US Grade A, 3 oz, 10 lbs case, Ice	1	Case	33.90	\$ 33.90
1270	10125468 Fish, Cod Squares Fish, Cod Squares, pre-cooked, breaded, US Grade A, 4 oz, 10 lbs case, Ice or Port	8	Case	33.90	\$ 271.20

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Item	Material/Description	Target Oty	UM	Unit Price	Amount	
1280	10125469 Fish, Haddock Fish, Haddock, Squares, whole steaks breaded, precooked, US Grade A, 3 oz, 10 lbs case, Portico	1	Case	18.70	\$ 18.70	
1290	10125470 Fish, Steaks Fish, Steaks, Haddock or Cod, US Grade A Whole, precooked, breaded, 3 oz, 10 lbs case, Portico	1	Case	18.70	\$ 18.70	
1300	10125471 Shrimp, popcorn Shrimp, popcorn, breaded, pre-cooked, 5/ 2 lbs, Seapak	1	Case	18.60	\$ 18.60	
1310	10125472 Shrimp, breaded Shrimp, breaded, (41/50), 4/3 lbs, RubRes	1	Case	30.68	\$ 30.68	
1320	10125473 SHRIMP BUTTERFLY Shrimp, Butterfly, Cleaned, W/Tail, Breaded, (21/25), 4/2.5 lbs, AsianT	1	Case	34.95	\$ 34.95	
1330	10125474 Brownies, frozen Brownies, frozen, 4/71 oz, Sara Lee	15	Case	41.65	\$ 624.75	
1340	10125475 Cake, Blueberry Crumb Cake, Blueberry Crumb, frozen, 96/cs, Sara Lee	12	Case	25.68	\$ 308.16	
1350	10125476 Cake, Cheese cake Cake, Cheese cake - sheetcakes, frozen, 4/cs, Sara Lee	24	Case	47.52	\$ 1,140.48	
1360	10125477 Cake, French Crumb Cake, French Crumb, frozen, 96/cs, Sara Lee	1	Case	28.02	\$ 28.02	
1370	10125478 Cake-Layer, Coconut Cake-Layer, Coconut, two-three layer, frozen. 6/cs, Sara Lee	21	Case	36.94	\$ 775.74	



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ltem	Material/Description	Target QtyUM		Unit Price	Amount
1380	10125479 Cake-Layer, Wainut Cake-Layer, Wainut, two-three layer, frozen, 6/cs, Sara Lee	21	Case	33.67	\$ 707.07
1390	10125480 Cakes, Pound Cakes, Pound, frozen 10"x4" loaf, 12/16 oz, Sara Lee	21	Case	33.35	\$ 700.35
1400	10125481 Cakes, Birthday Cakes, Birthday, Individual, frozen, 80/1.75 oz, Superbkry	11	Case	16.55	\$ 182.05
1410	10125482 Cake, Tray, Carrot Cake, Tray, Carrot, frozen 4/99 oz, Sysco	11	Case	51.75	\$ 569.25
1420	10125483 Cake, Tray, Coconut Cake, Tray, Coconut, frozen, 4/78 oz, Sysco	21	Case	38.20	\$ 802.20
1430	10125484 Cake, Tray, German Chocolate Cake, Tray, German Chocolate, Sheet cake, frozen, 4/78 oz, Sysco	21	Case	39.82	\$ 836.22
1440	10125485 Cookies, Chocolate Chip Cookies, Chocolate Chip, frozen, unbaked, 320/1 oz, Otis Spunk	5	Case	21.65	\$ 108.25
1450	10125486 Cookies, Peanut Butter Cookies, Peanut Butter, frozen, unbaked, 320/1 oz, Otis Spunk	5	Case	22.55	\$ 112.75
1460	10125487 Cookies, Raisin Oatmeal Cookies, Raisin Oatmeal, frozen, unbaked, 320/1 oz, Otis Spunk	5	Case	22.55	\$ 112.75
1470	10125488 Cookies, Sugar Cookies, Sugar, frozen, unbaked, 320/1 oz, Otis Spunk	8	Case	19.56	\$ 156.48
1480	10125489 Danish, Apple	11	Case	10.85	\$ 119.35

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ltem	Material/Description	Target Qtyl	UM	Unit Price	Amount
	Danish, Apple, Individual wrapped, frozen, 24/3.25 oz, Sara Lee				
1490	10125490 Danish, Cheese Danish, Cheese, Individual wrapped, frozen, 24/3.25 oz, Sara Lee	12	Case	11.65	\$ 139.80
1500	10125491 Danish, Honey Danish, Honey Bun, 80/2.5 oz, Superbkry	11	Case	17.44	\$ 191.84
1510	10125492 Danish, Individual Danish, Honey Bun, Individual wrapped, pre-cooked, frozen, 80/2.25 oz, Superbkry	1	Case	17.44	\$ 17.44
1520	10125494 Dough, Cinnamon Dough, Cinnamon Sweet Roll, frozen, 180/2 oz, Bridgeford	12	Case	24.48	\$ 293.76
1530	10125496 Doughnuts, Fortified Doughnuts, Fortified, Cake type, Fortified with minerals, vitamins and protein (must contain 5 grams protein per serving) Regular style, Individual wrapped, frozen, 80/2.5 oz, Superbkry	54	Case	17.40	\$ 939.60
1540	10125497 Doughnuts Doughnuts, Tray packed, glazed, frozen, Not individual wrapped, 108/1.2 oz, Everfresh	1	Case	20.78	\$ 20.78
1550	10125498 Loaf, Individually wrapped Loaf, Assorted Flavors: Apple-Cinnamon, Banana, Blueberry, Carrot, frozen, Individually wrapped, 72/2 oz, Keeb Elfin	12	Case	19.55	\$ 234.60
1560	10125498 Loaf, Individually wrapped Loaf, Assorted Flavors: Apple-Cinnamon, Banana, Blueberry, Carrot, frozen, Individually wrapped, 72/2 oz, Keeb Elfin	12	Case	19.55	\$ 234.60
1570	10125499 Muffins, Blueberry Muffins, Blueberry, pre-baked, 100/2.12 oz, Bkrscls	91	Case	31.07	\$ 2,827.37

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ltem	Material/Description	Target Qty	UM	Unit Price	* 29.47
1580	10125500 Muffins, Bran Muffins, Bran, pre-baked, 96/2.125 oz, Sara Lee	1	Case	29.47	
1590	10125501 Muffins, Cranberry nut Muffins, Cranberry nut, pre-cooked, 96/2.125 oz, Sara Lee	1	Case	32.75	\$ 32.75
1600	10125503 Pie Dough Sheets Pie Dough Sheets, 10X10 inch square, 25/15 oz, Good Ol Days	21	Case	17.07	\$ 358.47
1610	10125504 Pie Shells Pie Shells, single 20/9" pie crusts, Case, Sysco Brand	1	Case	15.98	\$ 15.98
1620	10125506 Pie, Apple Pie, Apple, THAW & SERVE, 6/48 oz, Mrs Smith	15	Case	27.50	\$ 412.50
1630	10125507 Pie, Boston Cream Pie, Boston Cream, THAW & SERVE, 6/33 oz, Mrs Smith	8	Case	26.90	\$ 215.20
1640	10125508 Pie, Chocolate pudding Pie, Chocolate pudding, THAW & SERVE, 4/49 oz, Mrs Smith	15	Case	26.96	\$ 404.40
1650	10125509 Pie, Coconut Meringue Ple, Coconut Meringue condensed, THAW & SERVE, 6/34 oz, Mrs Smith	15	Case	27.50	\$ 412.50
1660	10125510 Pie, Lemon Meringue Pie, Lemon Meringue, Flakey shortbread crust, light meringue, THAW & SERVE, 4/49 oz, Mrs Smith	4	Case	22.41	\$ 89.64
1670	10125511 Pie, Lemon Meringue Pie, Lemon Meringue, Baked Pastry Shell, THAW & SERVE, 6/38 oz, Mrs Smith	1	Case	26.52	\$ 26.52

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1680	Material/Description	Target Qty	UM	Unit Price	\$ 339.35
	10125512 Pie, Pecan Pie, Pecan, THAW & SERVE, 6/36 oz, Mrs Smith	11	Case	30.85	
1690	10125513 Pie, Pumpkin Pie, Pumpkin, THAW & SERVE, 6/44 oz, Mrs Smith	11	Case	24.67	\$ 271.37
1700	10125514 Pie, Apple Pie, Apple, READY TO BAKE, 6/46 oz, Mrs Smith	1	Case	19.91	\$ 19.91
1710	10125515 Pie, Cherry Pie, Cherry, READY TO BAKE, 6/46 oz, Mrs Smith	1	Case	27.92	\$ 27.92
1720	10125516 Pie, Dutch Apple Pie, Dutch Apple, READY TO BAKE, 6/46 oz, Mrs Smith	1	Case	22.22	\$ 22.22
1730	10125517 Pie, Peach Pie, Peach READY TO BAKE, 6/46 oz, Mrs Smith	1	Case	23.75	\$ 23.75
1740	10125518 Pie, Pecan Pie, Pecan, READY TO BAKE, 6/36 oz, Mrs Smith	1	Case	30.88	\$ 30.88
1750	10125519 Topping, Whipped QT Topping, Whipped, 12/1 qt, Sysco	8	Case	26.10	\$ 208.80
1760	10125520 Topping, Whipped OZ Topping, Whipped, Plastic Bags, 12/16 oz, Sysco	1	Case	25.88	\$ 25.88
1770	10125521 Turnover, Apple Turnover, Apple, Cutie Pie, 80/3 oz, Cutiepie	18	Case	17.45	\$ 314.10
1780	10125522 Turnovers, Apple	24	Case	17.36	\$ 416.64



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Item	Material/Description	Target Qtyl	UM	Unit Price	Amount
	Turnovers, Apple, pre-cooked - made from pie crust or puff pastry square, filled with fruit, 80/3 oz, Cutiepie				
1790	10125523 Turnovers, Cherry Turnovers, Cherry, pre-cooked - made from pie crust or puff pastry square, filled with fruit, 80/3 oz, Cutiepie	24	Case	17.36	\$ 416.64
1800	10125524 Turnovers, Peach Turnovers, Peach, pre-cooked - made from pie crust or puff pastry square, filled with fruit, 80/3 oz, Cutiepie	24	Case	17.36	\$ 416.64
1810	10125528 Hushpuppies, Nanas Hushpuppies, Nanas, 2/5 lbs, Sysco Brand	1	Case	9.10	\$ 9.10
1820	10125529 Tortillas, Flour Tortillas, Flour, pre-baked, FLAT, 5.5" - 6", 12/24 count, Mexicanorig	1	Case	13.45	\$ 13.45 ·
1830	10125530 Tortillas, Corn Meal Tortillas, Corn Meal, Shells, 5.5" - 6", 6/120 count, Mexicanorig	1	Case	18.45	\$ 18.45

#### **OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS**

- 1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
- 2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
- 3. DISCOUNTS: All cash discounts offered will be taken if earned.
- 4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
- 5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
- 6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model

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and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

- 7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
- 8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
- 9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
- 10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
- 13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
- 14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

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15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.